

# TERMS OF USE

## MY HOLLAND CASINO

### 1 GENERAL

- 1.1 My Holland Casino, the Website, and the Services are offered by Holland Casino N.V. ("Holland Casino"), registered in the trade register under number 68662289 and headquartered in The Hague, with offices at Neptunusstraat 71 (2132 JP) in Hoofddorp.
- 1.2 The correspondence address of Holland Casino is Postbus 355, 2132MK, Hoofddorp. The email address of Holland Casino is [service@hc.nl](mailto:service@hc.nl).
- 1.3 The Promotion is considered a promotional action based on Article 9a of the Casino Games Decree 1996.

### 2 DEFINITIONS

In these terms of use ("Terms of Use"), the following terms and expressions are defined as follows:  
Services: the services offered to the User in My Holland Casino.

- *Favorites Card(s)*: the various types of cards of the Favorites Loyalty Program of Holland Casino.
- *Favorites Program*: the loyalty program of Holland Casino for guests aged 24 and older, where a guest receives privileges based on their type of card.
- *Xperience Card*: The card for guests of Holland Casino aged 18 to 23 years.
- *User*: a natural person who, whether or not through a User Account, uses the Website and Services
- *User Account*: The personal account created by the User on the Website to use My Holland Casino and the Services offered therein.
- *Infrastructure*: the technical (ICT) infrastructure required for the use of the Website and the Services.
- *My Holland Casino*: the personalized, secure online environment accessible via the Website.
- *Reward Points*: points saved on a Favorites Card.
- *Access Means*: the combination of username and password chosen by the User that provides access to the User Account. Website: the website hc.nl for visitors to Holland Casino locations.



### 3 APPLICABILITY

- 3.1 These Terms of Use apply to all agreements and (legal) actions in the context of the use of the Services and the User Account by the User. These Terms of Use do not affect the applicability of any other (general) terms and conditions.
- 3.2 To create a User Account and use the Services, the User must first agree to these Terms of Use. The User is not allowed to create a User Account and use the Services if the User has not accepted the Terms of Use.
- 3.3 Holland Casino may unilaterally amend these Terms of Use. Holland Casino will inform a User of amended Terms of Use by posting the amended Terms of Use on the Website and/or in My Holland Casino and/or sending the amended Terms of Use by email. If a User continues to use the Services and the User Account after the Terms of Use have been amended, the User is deemed to have accepted the amended Terms of Use.

### 4 USER ACCOUNT CONDITIONS

- 4.1 To create a User Account, one must be 18 years or older.
- 4.2 The User is responsible for the accuracy and completeness of all information provided by the User and is responsible for incorrect, incomplete, or outdated information.
- 4.3 It is not allowed to create a User Account in the name of another (fictional) person.

### 5 SECURITY

- 5.1 The User is responsible for keeping the Access Means confidential. Misuse of the Access Means is at the User's risk. 5.2 If the User knows or has reason to suspect that their Access Means has been misused or could be misused by unauthorized persons, for example in case of loss, theft, or other irregularities, the User is obliged to notify Holland Casino.



## 6 INFRASTRUCTURE

- 6.1 Holland Casino is not responsible for, and does not bear the risk of, the Infrastructure not under its control required for the use of the Website, My Holland Casino, or the Services.
- 6.2 Holland Casino will endeavor to keep the Infrastructure under its control available so that the User can use the Website, My Holland Casino, or the Services within the times indicated by Holland Casino. However, Holland Casino does not guarantee the actual availability of the Website, My Holland Casino, or the Services.

## 7 USE OF SERVICES

- 7.1 The User is only allowed to use the Services through their own User Account
- 7.2 Notwithstanding the other conditions mentioned in these Terms of Use, the use of the Services by the User must not:
- Be based on falsehoods and/or be misleading;
  - In any way infringe on the rights of Holland Casino or third parties, including intellectual property rights or rights related to privacy protection;
  - Violate any law, regulation, ordinance, code, or other applicable regulations;
  - Contain viruses, Trojan horses, worms, bots, or other software that can damage, make unusable or inaccessible, delete or appropriate an automated work or data, or are intended to circumvent technical protection measures of the Website and/or My Holland Casino and/or Services and/or computer systems of Holland Casino;
  - Be aimed at obtaining unauthorized access to the Website, My Holland Casino, User Accounts of others than the User, the computer systems, and/or the databases of Holland Casino; • Have a commercial character; and
  - Be otherwise unlawful towards Holland Casino and/or a third party.
- 7.3 All (intellectual) property rights to the content of the Website and/or My Holland Casino and/or the Services belong to Holland Casino and/or its licensors.
- 7.4 The User is not allowed to use the Services and accept the Terms of Use if the User:
- Has not yet reached the age of 18;
  - Does not possess a valid identity document;



- Is (temporarily) excluded from services by Holland Casino (entry ban) or another restrictive measure applies, for example, based on (i) the gambling addiction prevention policy conducted by Holland Casino, (ii) the client investigation conducted by Holland Casino under its legal obligation under the Anti-Money Laundering and Counter-Terrorism Financing Act, or (iii) the house rules of Holland Casino.

## **8 TERMINATION AND CESSATION OF USE OF MY HOLLAND CASINO**

- 8.1 Users can terminate their User Account for My Holland Casino at any time.
- 8.2 Termination of the User Account is done via the personal page on My Holland Casino.
- 8.3 If Holland Casino suspects identity fraud, deception, unlawful use or misuse of My Holland Casino and/or the Services, or if, in the opinion of Holland Casino, damage is caused to My Holland Casino and/or the Services, Holland Casino is entitled to terminate the User Account at any time without being obliged to any form of restitution or compensation. In such cases, Holland Casino may report to the police.
- 8.4 Holland Casino has the right, at its sole discretion and without giving reasons, to refuse the creation of a User Account, the use of Services (partially), or to stop offering My Holland Casino and/or the Services without giving reasons, to terminate the User Account without being liable for any damages.
- 8.5 Holland Casino will inform Users of the cessation of My Holland Casino, the User Account, or the Services at least three months in advance by email or by notification in My Holland Casino or the Website, unless special circumstances justify a shorter notice period.



## 9 PRIVACY AND PERSONAL DATA

- 9.1 Holland Casino is responsible for the processing of personal data collected in the context of My Holland Casino and the Services. The processing is registered with the Dutch Data Protection Authority.
- 9.2 Holland Casino respects the privacy of Users. Holland Casino processes personal data of Users in accordance with the following conditions.
- 9.3 Holland Casino collects and processes personal data of Users in the context of My Holland Casino for the following purposes:
- To create a personal profile based on the personal data and contact preferences collected about the User;
  - To offer, execute, and improve My Holland Casino and the Services;
  - To send Users general information about Holland Casino's products and services when they have chosen to receive it;
  - To inform Users about specific products and services of Holland Casino based on the personal data collected about the Users (such as saved or spent points) and the compiled personal profile when they have chosen to receive it;
  - To send Users messages in the context of, for example, restaurant or poker reservations when they have chosen to receive them;
  - To execute actions and promotions in which Users can participate;
  - To conduct market research and improve Holland Casino's services.
- 9.4 Holland Casino obtains the personal data of Users in the context of My Holland Casino in various ways, such as when you create a User Account for My Holland Casino; Holland Casino can then process your name, address, place of residence, date of birth, photo, email address, telephone number, Favorites Loyalty number, and Xperience Card number.
- 9.5 Holland Casino can share personal data of Users with service providers who perform certain processing activities on behalf and under the responsibility of Holland Casino. Holland Casino can make personal data of Users available when it is required by law, when it is necessary to prevent fraud, or when there is another necessary and legitimate basis that outweighs the privacy interests of Users, such as the security of Holland Casino and the safety of its employees. Holland Casino does not provide your data to third parties for commercial purposes unless you have given your explicit consent.



9.6 A User has the right to request access to, correction, or deletion of their personal data. A User can send a specified request to the correspondence address of Holland Casino mentioned in article 1, indicating which personal data their request concerns. If Holland Casino cannot or cannot fully determine which personal data a request for access, correction, or deletion concerns, Holland Casino may ask the User to specify their request further. In that case, Holland Casino will suspend the execution of the request until the User has provided Holland Casino with the (further) specification.

## 10 LIABILITY

10.1 Holland Casino shall not be liable for any direct or consequential damages or costs incurred by the User or any third party, on any grounds whatsoever, as a result of use of the Website, the User Account or the Services, including damages resulting from:

- any typing, printing or typesetting errors; - termination or modification of any Service; or of the User Account
- the (temporary) unavailability of the Website, My Holland Casino and/or the Services;
- (a) failure(s) of third party(ies);
- Infrastructure not under the control of Holland Casino, unless the damage in question is caused by intent or willful recklessness on the part of the management of Holland Casino.

10.2 A Participant who breaches these Terms of Use, makes unlawful use of the Website, the User account or the Services, or otherwise acts unlawfully within the framework of the use of the Website and/or Services, shall be liable for all loss resulting therefrom to Holland Casino and any third party, without prejudice to Holland Casino's other rights.

10.3 The User shall indemnify Holland Casino and any third parties acting on its behalf against all claims by third parties for all damages and costs arising in any way from the use of the Website, the User Account or the Services, or from the failure of a Participant to comply with his obligations under these Terms of Use.



## 11 11. MISCELLANEOUS

- 11.1 If one or more provisions of these Terms of Use are void or annulled, Holland Casino shall be entitled to stipulate one or more replacement provisions that are as close as possible to the nature and tenor of the void or annulled provision without being void or annulable itself.
- 11.2 In cases not covered by these Terms of Use, a decision will be made by Holland Casino.
- 11.3 For questions, suggestions and complaints please contact the Holland Casino correspondence address mentioned in article 1 or send an e-mail to [service@hc.nl](mailto:service@hc.nl).
- 11.4 These Terms of Use and all agreements and (legal) acts between Holland Casino and its Users shall be governed by Dutch law. The court in Haarlem, the Netherlands shall have exclusive jurisdiction over any disputes arising from these Terms of Use.

These Terms of Use were last amended on 21 June 2024.

